(Caption of Case) Approval of Negotiated Interconnection, Resale and Unbundling Agreement between Verizon South, Incorporated (f/k/a GTE South, Incorporated) and HTC Communications, Inc.		nection, Resale and) Verizon South,	OF DOCKET	SERVICI SOUTH (BEFORE THE ERVICE COMMISSION OUTH CAROLINA OVER SHEET 998 _ 432 _ C		
(Please type	or print) l by: Margaret Fox		SC Bar Number:	65418			
Submitted	Dy: Margaret Fox		Telephone:	803-799-	9800		
Address:	McNair Law Firm, P.	Α.	Fax:	803-753-3219			
	P. O. Box 11390		Other:		1		
	Columbia, SC 29211	1	Email: pfox@me	cnair.net	3-14-14-1-14-1-14-1-14-1-14-1-14-1-14-1		
Emerge Other:	DO ency Relief demanded in		•		Commission's Agenda		
INDUST	RY (Check one)	NATUR	E OF ACTION (C	heck all tha	at apply)		
Electric		Affidavit	Letter		Request		
Electric/C	ias	Agreement	Memorandum		Request for Certification		
Electric/T	elecommunications	Answer	☐ Motion		Request for Investigation		
Electric/W	/ater	Appellate Review	Objection		Resale Agreement		
Electric/W	/ater/Telecom.	Application	Petition		Resale Amendment		
Electric/W	/ater/Sewer	Brief	Petition for Recons	ideration	Reservation Letter		
Gas		Certificate	Petition for Rulema	ıking	Response		
Railroad		Comments	Petition for Rule to S	how Cause	Response to Discovery		
Sewer		Complaint	Petition to Interven	e	Return to Petition		
▼ Telecomm	unications	Consent Order	Petition to Intervene	Out of Time	☐ Stipulation		
Transporta	ntion	Discovery	Prefiled Testimony		Subpoena		
Water		Exhibit	Promotion		☐ Tariff		
☐ Water/Sew	ver	Expedited Consideration	Proposed Order	•	Other:		
Administra	ntive Matter	Interconnection Agreement	Protest				
Other:		X Interconnection Amendment	Publisher's Affidav	it			
		Late-Filed Exhibit	Report				
		Print Form	Reset Form				



June 25, 2009

Margaret M. Fox

pfox@mcnair.net T (803) 799-9800 F (803) 753-3219

Charles L. A. Terreni Chief Clerk and Administrator South Carolina Public Service Commission Post Office Drawer 11649 101 Executive Center Drive, Suite 100 Columbia, South Carolina 29211

Re:

Approval of Negotiated Interconnection, Resale and Unbundling Agreement between Verizon South, Incorporated (f/k/a GTE South, Incorporated) and HTC Communications, Incorporated Docket No. 1998-432-C

Dear Mr. Terreni:

Enclosed for filing please find Amendment No. 2 to the Interconnection Agreement between Verizon South, Inc., f/k/a GTE South Incorporated and HTC Communications, Inc. (now known as HTC Communications, LLC).

Thank you for your assistance.

Very truly yours,

lagantlu. Tax McNAIR LAW FIRM, P.A.

Margaret M. Fox

MMF:rwm Enclosure

McNair Law Firm, P. A. The Tower at 1301 Gervais 1301 Gervais Street, 11th Floor Columbia, SC 29201

Larry Spainhour, HTC Communications, LLC cc: Stan Bugner, Verizon South Inc.

Mailing Address P.O. Box 11390

Columbia, SC 29211

mcnair.net

AMENDMENT NO. 2

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

VERIZON SOUTH INC., f/k/a GTE SOUTH INCORPORATED

AND

HTC COMMUNICATIONS. INC.

This Amendment No. 2 (this "Amendment") shall be deemed effective on June 3, 2009 (the "Amendment Effective Date") by and between Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), a Virginia corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, and HTC Communications, LLC, f/k/a HTC Communications, Inc. ("HTCC"), a South Carolina limited liability company with offices at 3480 Highway 701 North, Conway, SC 29528-1820. (Verizon and HTCC may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of South Carolina (the "State").

WITNESSETH:

WHEREAS, Verizon and HTCC are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated October 2, 1998, as amended and in effect (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Amendment to Agreement. Except as otherwise expressly provided in this Amendment, the Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
- 2. Rates. As of the Amendment Effective Date, Appendices A through E and Appendices 46A and 46B of the Agreement are deleted in their entirety and replaced with the Pricing Attachment (and Appendix A thereto) attached hereto. The Parties acknowledge and agree that the Pricing Attachment (and Appendix A thereto) may contain rates for certain services the terms for which are not included in the Agreement, and may include phrases or wording not identical to those utilized in the Agreement. The Parties further acknowledge and agree that the inclusion of such rates does not obligate Verizon to provide services that the Agreement does not require Verizon to provide and in no way

waives Verizon's rights, and the use of different wording or phrasing in the Pricing Attachment (and Appendix A thereto) does not alter the obligations and rights set forth in the Agreement.

3. Miscellaneous Provisions.

- 3.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.1.
- 3.2 <u>Capitalization</u>. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.3 <u>Counterparts.</u> This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.4 <u>Captions</u>. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 3.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 3.6 <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.7 <u>Amendments</u>. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.8 <u>Waivers.</u> A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 3.9 <u>Definitions</u>. Solely for purposes of this Amendment and notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT,

the following terms, as used in this Amendment, shall have the meanings set forth below:

3.9.1 Tariff.

- 3.9.1.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or
- 3.9.1.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

HTC COMMUNICATIONS, LLC

3y: <u>`</u>

VERIZON SOUTH INC.

Printed: Curley P. Huggins Printed:

d: Jeffrey A. Masoner

Title: Chief Executive Officer

Fitle: Vice President - Interconnection Services

PRICING ATTACHMENT TO AMENDMENT NO. 2

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. Except as set forth in footnote 11 of Appendix A of this Pricing Attachment, when Verizon finishes developing such a Charge, Verizon shall notify HTCC in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill HTCC, and HTCC shall pay to Verizon, for Services provided under this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to HTCC pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to HTCC and thereafter.
- The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amendment or the Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

- 2. <u>Verizon Telecommunications Services Provided to HTCC for Resale Pursuant to this</u>
 Amendment
 - 2.1 <u>Verizon Telecommunications Services for which Verizon is Required to Provide a</u> Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
 - 2.1.1 The Charges for a Verizon Telecommunications Service purchased by HTCC for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act: or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
 - 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by HTCC for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less. to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to HTCC for resale pursuant to Section 251(c)(4) of the Act.
 - 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to HTCC for resale pursuant to Section 251(c)(4) of the Act.
 - 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:
 - 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
 - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.
- 2.2 <u>Verizon Telecommunications Services for which Verizon is Not Required to</u>
 Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
 - 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
 - 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 HTCC shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to HTCC.

3. HTCC Prices

Notwithstanding any other provision of this Agreement, the Charges that HTCC bills Verizon for HTCC's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that HTCC's cost to provide such HTCC's Services to Verizon exceeds the Charges for Verizon's comparable Services and HTCC has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Amendment or the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT 12

(SOUTH CAROLINA) v1.9

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: \$0.0048270 • per minute of use.

Reciprocal Compensation Traffic Tandem Rate: \$0.0072350 • per minute of use.

- B. The Tandem Transit Traffic Service Charge is \$0.0022320♦ per minute of use.
- C. Entrance Facility and Transport for Interconnection Charges: See Intrastate Special Access Tariff
- D. Exchange Access Service: Per Verizon interstate and/or Verizon intrastate access tariff

This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and HTCC shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Certain of the rates and charges set forth within, as indicated by a "diamond" (*), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Interim Order dated March 17, 1997 in Docket Number 96-375-C. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, if applicable, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates.

All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale Services is 18.66%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering CLEC Account Establishment Per CLEC	\$273.09			
Customer Record Search Per Account	\$ 11.69			
Ordering and Provisioning				
Engineered Initial Service Order (ISO) - New Service Engineered Initial Service Order - As Specified Engineered Subsequent Service Order Non-Engineered Initial Service Order - New Service Non-Engineered Initial Service Order - Changeover Non-Engineered Initial Service Order - As Specified Non-Engineered Subsequent Service Order	\$311.98 \$123.84 \$ 59.61 \$ 42.50 \$ 21.62 \$ 82.13 \$ 19.55			
Central Office Connect Outside Facility Connect Manual Ordering Charge	\$ 12.21 \$ 68.30 \$ 12.17			

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite: Engineered	\$	35.48
Non-Engineered	\$	12.59
Coordinated Conversions:		
ISO	\$	17.76
Central Office Connection	\$	10.71
Outside Facility Connection	\$	9.59
Hot Coordinated Conversion First Hour:		
ISO	\$	30.55
Central Office Connection	\$	42.83
Outside Facility Connection	\$	38.34
Hot Coordinated Conversion per Additional Quarter Hour:		
ISO	\$	4.88
Central Office Connection	\$ \$	9.43
Outside Facility Connection	\$	8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that HTCC orders any service from this Agreement.

Customer Record Search applies when HTCC requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to HTCC. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to HTCC. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter HTCC's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if HTCC requests service prior to the standard due date intervals.

Coordinated Conversion applies if HTCC requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if HTCC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop

•		
2 Wire Analog Loop (inclusive of NID) 4 Wire Analog Loop (inclusive of NID) 2 Wire Digital Loop (inclusive of NID) 4 Wire Digital Loop (inclusive of NID) DS-1 Loop DS-3 Loop	\$ \$ \$ \$ \$ \$	18.00 ♦ 28.80 ♦ 18.00 ♦ 28.80 ♦ 125.11 1515.42
Supplemental Features: ISDN-BRI Line Loop Extender DS1 Clear Channel Capability	\$ \$	5.69 23.74
Sub-Loop		
2-Wire Distribution 4-Wire Distribution 2-Wire Drop 4-Wire Drop Inside Wire	\$ \$ \$ BFR	21.13 37.97 3.62 3.89
Network Interface Device (leased separately)		
Basic NID: Complex (12 x) NID	\$ \$	1.45 ♦ 2.10 ♦
Dedicated Transport Facilities		
Interoffice Dedicated Transport: IDT DS0 Transport Facility per ALM IDT DS0 Transport Termination IDT DS1 Transport Facility per ALM IDT DS1 Transport Termination IDT DS3 Transport Facility per ALM IDT DS3 Transport Termination	\$ \$ \$ \$ \$ \$ \$.36 15.08 6.70 30.00 32.45 184.55
Multiplexing (Dedicated Transport): DS1 to Voice Multiplexing DS3 to DS1 Multiplexing DS1 Clear Channel Capability	\$ \$ \$	190.00 267.35 23.74
Unbundled Dark Fiber		
Unbundled Dark Fiber Loops Dark Fiber Loop	\$	67.13
Unbundled Dark Fiber Dedicated Transport		

Dark Fiber IDT –Facility \$ 24.80
Dark Fiber IDT –Termination \$ 6.34

Intermediate Office Cross Connect

TBD

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

ger (P

Line Splitting (also referred to as "Loop Sharing")4 5

A. Unbundled Local Loops

B. Other Charges

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

i. Regrade

\$8.09 NRC

ii. *Service Connection

*Service Connection/Other

A second Service Connection NRC and Service Connection/ Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. Disconnect

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. Line and Station Transfers

/Pair Swaps

A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

⁴ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

NON-RECURRING CHARGES – LOOP

Service Ordering (Loop) Initial Service Order, per order Transfer of Service Charge, per order Subsequent Service Order, per order	\$ \$ \$	23.72 16.00 24.00
Installation Unbundled Loop, per loop Loop Facility Charge, per order (See Note 1)	\$ \$	14.90 83.32
CUSTOM HANDLING		
Coordinated Conversions: ISO Central Office Connection Outside Facility Connection	\$ \$ \$	17.76 9.43 8.09
Hot Coordinated Conversions First Hour: ISO Central Office Connection Outside Facility Connection	\$ \$ \$	23.91 37.72 32.36
Hot Coordinated Conversions per Additional Quarter Hour: ISO Central Office Connection Outside Facility Connection	\$ \$	4.88 9.43 8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisionii Initial Unit	ng Addi! Unit
UNBUNDLED NID		and the second s		
Exchange - Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Distribution Interconnection - Initial Exchange - FDI Distribution Interconnection - Subsequent Exchange - Serving Terminal Interconnection - Initial Exchange - Serving Terminal Interconnection - Subsequent	\$ 36.32 \$ 15.01 \$ 36.32 \$ 15.01	\$ 26.88 \$ 11.83 \$ 26.88 \$ 11.83	\$ 61.90 \$ 16.99 \$ 28.99 \$ 13.23	\$ 30.36 \$ 7.22 \$ 15.51 \$ 6.41
UNBUNDLED DARK FIBER	A CONTROL OF THE CONTROL OF T			and the second s
Advanced - Service Inquiry Charge Advanced - Interoffice Dedicated Transport - Initial Advanced - Unbundled Loop - Initial Dark Fiber Records Review (with reservation) Intermediate Office Cross Connect Dark Fiber Optional Engineering Services	\$405.87 \$ 64.80 \$ 64.80 TBD TBD TBD	\$405.65 \$ 64.57 \$ 64.57	N/A \$267.28 \$261.86	N/A \$224.68 \$220.43
ENHANCED EXTENDED LINK LOOPS (EELs) Loop portion (In	addition, IDT o	harges apply	y if applicable	
to the EEL arrangement)) Advanced - Basic (2-wire and 4-wire) - Initial Advanced - Basic (2-wire and 4-wire) - Subsequent DS1/DS3 - Initial DS1/DS3 - Subsequent DS3 to DS1 Multiplexer DS1 to DS0 Multiplexer	\$ 88.39 \$ 38.02 \$ 97.94 \$ 38.02 N/A N/A	\$ 56.13 \$ 21.89 \$ 65.68 \$ 21.89 N/A N/A	\$ 25.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 450.00 \$ 800.00	N/A N/A N/A N/A N/A N/A
Changeover Charge - (Conversion from Special Access to EEL or Transport)	The property of the property o		The same of the sa	And particular to the control of the
Advanced - Basic (2-wire and 4-wire) Changeover (As Is) Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only Advanced - Complex (DS1 and above) Changeover (As Is)	\$161.87 \$ 7.52 \$179.37	\$ 99.77 \$ 4.56 \$117.27	\$ 41.64 \$ 41.64 \$ 41.64	N/A N/A N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

LOOP CONDITIONING		A CONTROL OF THE PROPERTY OF T	100 A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
(No charge for loops 12,000 feet or less)	free y have experienced by the second of the	A CANADA	Section 1 - Control of the Control o	And the second s		
Loop Conditioning - Bridged Tap Loop Conditioning - Load Coils Loop Conditioning - Load Coils / Bridged Tap	N/A N/A N/A	N/A N/A N/A	\$318.71 \$249.91 \$568.62	\$ 34.88 N/A \$ 34.88		
LINE AND STATION TRANSFER	NA A	MA CONTRACTOR	\$147.75	1 4 4 4 4 5 5 5 6 5 6 5 6 5 6 5 6 6 6 6 6		
INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)						
Advanced (2-wire and 4-wire) - Basic - Initial Advanced (2-wire and 4-wire) - Basic - Subsequent Advanced (DS1 and above) - Complex - Initial Advanced (DS1 and above) - Complex - Subsequent	\$ 95.49 \$ 45.12 \$105.04 \$ 45.12	\$ 63.01 \$ 28.77 \$ 72.56 \$ 28.77	\$428.58 \$ 58.20 \$584.49 \$ 86.80	N/A N/A N/A N/A		
EXPEDITES		The second secon		A CONTROL OF THE CONT		
Exchange Products Advanced Products	\$ 3.36 \$ 25.80	\$ 3.36 \$ 25.80	N/A N/A	N/A N/A		
OTHER	The state of the s	Let a get a be the property of	Block and the second se	The state of the s		
Customer Record Search (per account) CLEC Account Establishment (per CLEC) Design Change Charge - EELs and Transport	\$ 4.21 \$166.32 \$ 27.00	N/A \$166.32 \$ 27.00	N/A N/A N/A	N/A N/A N/A		
Engineering Query and Work Order Not Associated with						
Routine Network Modifications				A CONTRACTOR OF THE CONTRACTOR		
ENGINEERING QUERY ⁸ ENGINEERING WORK ORDER ⁹ EXPEDITE ENGINEERING QUERY ^{8, 10} EXPEDITE ENGINEERING WORK ORDER ^{9, 10}	N/A N/A N/A N/A	N/A N/A N/A N/A	\$ 183.99 \$ 94.40 \$ 41.67 \$ 27.94	N/A N/A N/A N/A		

Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

ROUTINE NETWORK MODIFICATIONS"				
	Large Constitution of the	deliminate Industrial is a reconstructive and a second second second second second second second second second		
CLEAR DEFECTIVE PAIR	N/A	N/A	TBD	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	TBD	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	TBD	N/A
REPEATER - INSTALLATION	N/A	N/A	TBD	N/A
APPARATUS CASE - INSTALLATION	N/A	N/A	TBD	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	TBD	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	TBD	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	TBD	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	TBD	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	TBD	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	TBD	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	TBD	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	TBD	N/A
MOVE DROP	N/A	N/A	TBD	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	TBD	N/A
LINE CARD - INSTALLATION	N/A	N/A	TBD	N/A
COPPER REARRANGEMENT	N/A	N/A	TBD	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	TBD	N/A
IDLC ONLY CONDITION	N/A	N/A	TBD	N/A
OTHER REQUIRED MODIFICATIONS	N/A	N/A	TBD	N/A
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	TBD	N/A
Conversion - Service Order	N/A	N/A	TBD	N/A
Conversion - Installation per circuit	N/A	N/A	TBD	N/A
Circuit Retag - per circuit	N/A	N/A	TBD	N/A
DARK FIBER				
Dark Fiber Routine Network Modifications	N/A	N/A	TBD	N/A

Until such time as the Commission issues an order following a Commission proceeding to address cost-based rates for UNEs offered by Verizon that directs a different treatment, the charges set forth herein for Routine Network Modifications shall not apply to HTCC. The Parties further agree that neither Party will seek to initiate a cost proceeding setting Routine Network Modification rates before December 1, 2009

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that HTCC orders any service from this Agreement.

Customer Record Search applies when HTCC requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if HTCC requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if HTCC requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if HTCC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Directory Listing Rates and Charges

NRC Per Stand-alone Service Order

\$12.00

For additional, foreign, and other listings products, rates and charges see the State Tariff.

V. Rates and Charges for 911

See State Access Tariff.

VI. Collocation Rates

See SC Intrastate Access Tariff Section 18, Collocations Services.